

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Public Works		(2) MEETING DATE May 16, 2006		(3) CONTACT/PHONE Courtney Howard (805) 781-1016	
(4) SUBJECT Request to approve an agreement with the California Department of Water Resources and Woodlands Ventures LLC for a California Irrigation Management Information System (CIMIS) weather station in the Nipomo area.					
(5) SUMMARY OF REQUEST It is requested that your Board approve and sign the attached agreement for installing and operating a CIMIS weather station at the Woodlands golf course.					
(6) RECOMMENDED ACTION It is recommended that your Board approve and sign the attached agreement.					
(7) FUNDING SOURCE(S) Flood Control General Fund 1300000000		(8) CURRENT YEAR COST \$6,000		(9) ANNUAL COST \$300 (est.)	
(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): California Department of Water Resources, Woodlands Ventures LLC, Water Resources Advisory Committee, County Counsel					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input checked="" type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board <input checked="" type="checkbox"/> N/A
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input checked="" type="checkbox"/> Number: 4 <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A			(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) N/A			(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A Date _____
(23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-size: 1.5em; margin-top: 20px;">Ok Leslie Brown</div>					

Reference: 06MAY16-C-3

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# SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

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**TO:** Board of Supervisors of the San Luis Obispo County Flood Control and Water Conservation District

**FROM:** Courtney Howard, Water Resources Engineer *CH*

**VIA:** Paavo A. Ogren, Deputy Director of Public Works *Potyork*

**DATE:** May 16, 2006

**SUBJECT:** Request to approve an agreement with the California Department of Water Resources and Woodlands Ventures LLC for a California Irrigation Management Information System (CIMIS) weather station in the Nipomo area.

## Recommendation

It is recommended that your Board approve and sign the attached agreement.

## Discussion

CIMIS is an acronym for California Irrigation Management Information System, which is a collection of automated weather stations throughout the State that provide data to farmers, golf course managers, and other large irrigators. Data can be retrieved daily from the internet and be used to alter watering patterns, to maximize efficiency and minimize water use.

The 1998 Master Water Plan identified the Nipomo area as deficient in sites for collecting precipitation data and recommended the placement of a new CIMIS station. The State Department of Water Resources (DWR) concurs and has noted that an additional CIMIS on the Mesa would complement the system and provide a needed service to the area. The Water Resources Advisory Committee (WRAC) has identified this CIMIS station as a priority.

The Woodlands development has consented to provide and maintain a preferred site at their golf course. DWR will remotely operate the weather station and make the data available to the public at its web site (<http://www.cimis.water.ca.gov/cimis/welcome.jsp>). DWR will also provide the annual maintenance along with any other major maintenance that becomes necessary. The District has been asked to provide the initial cost of the weather station equipment, ongoing maintenance of the system and the equipment

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replacement costs as that becomes necessary. The District has a similar arrangement for a CIMIS station at the Chalk Mountain Golf Course in the North County. Cal Poly cooperates with DWR on a CIMIS station located on the Cal Poly campus.

### **Other Agency Involvement/Impact**

The State Department of Water Resources and Woodlands Ventures LLC are parties to this agreement. The Water Resources Advisory Committee supports the recommended action. County Counsel has approved the agreement as to legal form and effect.

### **Financial Considerations**

The initial cost of the CIMIS equipment is estimated to be under \$6,000. The annual maintenance cost for staff time and replacement parts varies, but is estimated to average \$300/year. There is sufficient funding within the FY 2005-06 Flood Control Budget to cover this purchase.

### **Results**

Approval of the recommended action will help to improve water conservation efforts and reduce the groundwater demand in Nipomo Mesa area. The data collected will also be used to fill data gaps in the District's watershed data collection program.

Attachments: CIMIS Agreement with Woodlands and DWR (5 originals)

File: CF 900.90.01 DWR CIMIS Stations (*new central file*)

Reference: 06MAY16-C-3

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Weather Station Name: Nipomo

Weather Station Number: \_\_\_\_\_

ETo Station \_\_\_\_\_

Date \_\_\_\_\_

**PERMIT TO USE LAND FOR CIMIS WEATHER STATION (Land Use Agreement)**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE of California, Department of Water Resources, and San Luis Obispo County Flood Control and Water Conservation District and the Woodlands Ventures LLC.

Permission is hereby granted by Woodlands Ventures LLC, herein called "LAND OWNER", to the STATE of California, Department of Water Resources, herein called "STATE", and San Luis Obispo County Flood Control and Water Conservation District, herein called "DISTRICT" and their agents and contractors, to enter upon and use a portion of LAND OWNER'S property without charge, herein called "SITE", in the County of San Luis Obispo, as outlined on the attached map for California Irrigation Management Information System (CIMIS) facilities, appurtenances and incidents. This Permit includes permission for STATE and DISTRICT to pass over other portions of LAND OWNER'S property not specified herein as may be necessary for entrance to and exit from SITE, and subject to the following conditions:

1. STATE will use the SITE for the installation, maintenance and operation of a computerized weather station to collect weather information necessary for estimating crop water use under local conditions. This activity is an essential part of CIMIS, which is a project of the California Department of Water Resources to provide irrigation management information to California growers and irrigation water managers. LAND OWNER hereby grants STATE a revocable, non-exclusive right, during the time that this agreement is in effect and a reasonable period thereafter for removal of the weather station, to enter upon and use the real property at and around SITE as necessary for access, installation, removal, operation or maintenance of the CIMIS station, or to perform any other action contemplated by this Agreement. This provision gives STATE a license only, and is not intended to grant real property interest in SITE or its vicinity.
2. SITE will be a well maintained grassy area with an approximate size of 50 feet by 50 feet. LAND OWNER will maintain this land use configuration for a minimum of five years, and assumes full responsibility of the stewardship and condition of the site land in past, present, and future conditions. SITE must be exposed to unrestricted wind and sun.
3. LAND OWNER will, at no cost to STATE, provide water for irrigation of SITE. If additional equipment is necessary for irrigation of the SITE, LAND OWNER shall provide and install suitable equipment at its own cost. The irrigation system shall not impact the weather station in any way.

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4. LAND OWNER will be responsible for the maintenance of the grass and irrigation system at the SITE, which will include mowing under the weather station. The grass at the SITE shall be well irrigated and maintained in a healthy growing condition year round.
5. DISTRICT will provide all equipment necessary for a complete CIMIS weather station. All equipment will meet STATE'S specifications for CIMIS weather station equipment. The programming of the datalogger will be identical to existing programming used in the CIMIS weather station network. Any exception to the programming used must be approved by STATE. The CIMIS weather station equipment will be used to measure and record regional weather patterns surrounding the SITE.
6. DISTRICT will be responsible for the routine maintenance and service of the CIMIS weather station equipment and will maintain the weather station using STATE maintenance procedures. STATE will train at least two LAND OWNER and DISTRICT personnel on weather station maintenance procedures. DISTRICT must use an aspirated psychrometer in their maintenance program. When requested by DISTRICT, STATE will help troubleshoot problems with the weather station. DISTRICT will be responsible for the repair or replacement of all weather station equipment and sensors. STATE will perform normal inspections a minimum of twice each year at random for quality control. STATE will service the anemometer every six months.
7. STATE may decide in the future to cease operation of certain sensors in the weather station and/or begin using new and different sensors. If a different sensor is deemed necessary by STATE, the DISTRICT will obtain the new sensor within six (6) months of notification by STATE. The sensor will be installed by STATE.
8. DISTRICT will be responsible for the installation and monthly service charges for telephone service to the weather station.
9. STATE'S CIMIS computer will call the weather station automatically every day. The data will be checked and flagged by the STATE'S quality control program. ETo will be calculated and all data (hourly and daily) will be stored in the computer's database. All data will be public information.
10. STATE will be responsible for the installation of the weather station for operation. STATE will also be responsible for initial calibration of the weather station, and for annual calibrations.
11. LAND OWNER will provide STATE and DISTRICT with any keys necessary, or allow STATE to place a STATE lock in a chain configuration with existing locks, in order to gain vehicle access to SITE. STATE and DISTRICT personnel accessing the SITE for the purposes of this agreement shall close all gates behind them while visiting the SITE, as necessary to prevent access by unauthorized persons.
12. This Agreement shall be effective for a minimum of five years from the date of its execution. After which, this permit may be terminated by STATE or LAND OWNER, by that party giving thirty (30) days prior written notice to the other party. Within a reasonable amount of time after termination, LAND OWNER shall remove any and all facilities, appurtenances, and incidents and shall attempt

to return the SITE to its original condition.

13. All costs incurred by STATE for installation, training, troubleshooting, and operation, and any labor costs incurred by STATE for repair or maintenance of equipment at the SITE pursuant to this Agreement shall be without cost or charge to LAND OWNER or DISTRICT .
14. STATE, LAND OWNER and DISTRICT shall exercise reasonable precautions to avoid damage to people or property.

STATE shall indemnify and hold LAND OWNER and DISTRICT and its agencies, their respective officers, employees and agents harmless from and against any and all liability loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of STATE and DISTRICT, its officers, agents, or employees.

LAND OWNER shall indemnify and hold STATE and DISTRICT, and its agencies, their respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LAND OWNER, its officers, agents, or employees.

DISTRICT shall indemnify and hold STATE and LAND OWNER, and its agencies, their respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.

LAND OWNER shall act in the capacity of an independent contractor and not as an agent, employee or officer of the STATE or the DISTRICT when performing tasks described in the aforementioned conditions numbered: 2, 3, 4, 5, 6, 7, 9, and 13.

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In Witness whereof, the parties have entered into this Agreement on the date first hereinabove written.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

WOODLANDS VENTURES LLC

Approval Recommended by:

D.R.A. P.M.

\_\_\_\_\_  
Land Agent

ATTEST:

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Senior Land Agent

\_\_\_\_\_  
Clerk of the Board of Supervisors

[SEAL]

Accepted by:

APPROVED AS TO FORM AND LEGAL  
EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

\_\_\_\_\_  
Title

By:

*Patricia J. Jones*  
Deputy County Counsel

Dated:

3/23/06

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